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8 SANGUILLEN and WANDA DUERSON,
individually and on behalf of all other aggrieved
9 employees

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 KIRSTEN SANGUILLEN, an individual;
14 WANDA DUERSON, an individual; on
behalf of themselves and on behalf of all
other aggrieved employees,

15 Plaintiffs,

16 vs.

17 CREWS OF CALIFORNIA, INC., WHICH
18 WILL DO BUSINESS IN CALIFORNIA AS
R.B. CREWS, INC., a corporation; CREWS
19 LAX1, LLC, a limited liability company;
CREWS LAX2, LLC, a limited liability
20 company; CREWS LAX3, LLC, a liability
limited liability company; RC3 Enterprises,
21 LLC, a limited liability company;
NICHOLAS & ASSOCIATES LLC, D/B/A
22 NICHOLAS & ASSOCIATES
CONCESSIONARIES, LLC, a limited
23 liability company; PINNACLE
MANAGEMENT GROUP, LLC, a limited
24 liability company; and DOES 1 through 50,
inclusive,

25 Defendants.
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CASE NO.: 19STCV42872

[Assigned for all purposes to the Honorable
Mark Mooney, Dept. 68]

**FIRST AMENDED COMPLAINT FOR
VIOLATION OF THE CALIFORNIA
LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF
2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

1 PLAINTIFFS KIRSTEN SANGUILLEN and WANDA DUERSON (“PLAINTIFFS”),
2 individually and on behalf of all other aggrieved employees, demanding a jury trial, hereby allege
3 as follows:

4 **INTRODUCTION**

5 1. PLAINTIFFS bring this action on behalf of themselves and all other aggrieved
6 employees of Defendants CREWS OF CALIFORNIA, INC., WHICH WILL DO BUSINESS IN
7 CALIFORNIA AS R.B. CREWS, INC., a corporation; CREWS LAX1, LLC, a limited liability
8 company; CREWS LAX2, LLC, a limited liability company; CREWS LAX3, LLC, a limited
9 liability company; RC3 ENTERPRISES, LLC, a limited liability company; NICHOLAS &
10 ASSOCIATES LLC, D/B/A NICHOLAS & ASSOCIATES CONCESSIONARIES, LLC
11 (“NICHOLAS AND ASSOCIATES”), a limited liability company; PINNACLE MANAGEMENT
12 GROUP, LLC, a limited liability company; and DOES 1 through 50, inclusive (collectively,
13 “DEFENDANTS”), to recover penalties arising from unpaid wages earned and due, including but
14 not limited to with respect to improperly calculated overtime compensation, illegal meal and rest
15 period policies, failure to pay all wages due to discharged or quitting employees, failure to maintain
16 required records, failure to provide accurate itemized wage statements, failure to timely pay wages
17 during employment, failure to indemnify employees for necessary expenditures and/or losses
18 incurred in discharging their duties.

19 **JURISDICTION AND VENUE**

20 2. The Superior Court of the State of California has jurisdiction in this matter because
21 PLAINTIFFS is a residents of the State of California and DEFENDANTS are citizens and residents
22 of, and/or regularly conduct business in, California. Further, no federal question is at issue because
23 the claims are based solely on California law.

24 3. Venue is proper in this judicial district and the County of Los Angeles, California
25 because PLAINTIFFS and other aggrieved employees performed work for DEFENDANTS in the
26 County of Los Angeles and many of DEFENDANTS’ unlawful actions and omissions, as set forth
27 herein, occurred in the County of Los Angeles.

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PARTIES

4. PLAINTIFF KIRSTEN SANGUILLEN is a resident of the State of California. At times material to this complaint, PLAINTIFF KIRSTEN SANGUILLEN was employed by DEFENDANTS as a non-exempt employee with the State of California.

5. PLAINTIFF WANDA DUERSON is a resident of the State of California. At times material to this complaint, PLAINTIFF WANDA DUERSON was employed by DEFENDANTS as a non-exempt employee with the State of California.

6. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANT CREWS OF CALIFORNIA, INC., WHICH WILL DO BUSINESS IN CALIFORNIA AS R.B. CREWS, INC. ("CREWS OF CALIFORNIA") is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of Delaware. PLAINTIFFS are further informed and believe, and thereon allege, that CREWS OF CALIFORNIA is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, CREWS OF CALIFORNIA maintains offices and facilities, conducts business, and engages in illegal practices within the County of Los Angeles.

7. PLAINTIFFS are informed and believe, and based thereon allege, that CREWS LAX1, LLC is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of Delaware. PLAINTIFFS are further informed and believe, and thereon allege, that DEFENDANT CREWS LAX1, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, DEFENDANT CREWS LAX1, LLC maintains facilities and offices, conducts business, and engages in illegal practices within the County of Los Angeles.

8. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANT CREWS LAX2, LLC is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of Delaware. PLAINTIFFS are further informed and believe, and based thereon allege, that DEFENDANT CREWS LAX2, LLC is authorized to conduct business in the State of California, and does conduct business in the State of Delaware.

Specifically, upon information and belief, DEFENDANT CREWS LAX2, LLC maintains offices and facilities, conducts business, and engages in illegal practices within the County of Los Angeles.

9. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANT CREWS LAX3, LLC is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of Delaware. PLAINTIFFS are further informed and believe, and based thereon allege, that DEFENDANT CREWS LAX3, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, DEFENDANT CREWS LAX3, LLC maintains offices and facilities, conducts business, and engages in illegal practices within the County of Los Angeles.

10. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANT RC3 ENTERPRISES, LLC is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of Georgia. PLAINTIFFS are further informed and believe, and based thereon allege, that DEFENDANT RC3 ENTERPRISES, LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, DEFENDANT RC3 ENTERPRISES, LLC maintains offices and facilities, conducts business, and engages in illegal practices within the County of Los Angeles.

11. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANT NICHOLAS & ASSOCIATES is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of Nevada. PLAINTIFFS are further informed and believe, and based thereon allege, that DEFENDANT NICHOLAS & ASSOCIATES is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, upon information and belief, DEFENDANT NICHOLAS & ASSOCIATES maintains offices and facilities, conducts business, and engages in illegal practices within the County of Los Angeles.

12. PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANT PINNACLE MANAGEMENT GROUP, LLC is, and at all times relevant hereto

1 was, a limited liability company organized and existing under the laws of the State of Georgia.
2 PLAINTIFFS are further informed and believe, and based thereon allege, that DEFENDANT
3 PINNACLE MANAGEMENT GROUP, LLC is authorized to conduct business in the State of
4 California, and does conduct business in the State of California. Specifically, upon information
5 and belief, DEFENDANT PINNACLE MANAGEMENT GROUP, LLC maintains offices and
6 facilities, conducts business, and engages in illegal practices within the County of Los Angeles.

7 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
8 PLAINTIFFS at this time, and PLAINTIFFS therefore sues such DOE defendants under fictitious
9 names. PLAINTIFFS are informed and believe, and based thereon allege, that each defendant
10 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
11 that PLAINTIFFS and other aggrieved employees' injuries and damages, as alleged herein, were
12 proximately caused by the conduct of such DOE defendants. PLAINTIFFS will seek leave of the
13 Court to amend this Complaint to allege the true names and capacities of such DOE defendants
14 when ascertained.

15 14. At all relevant times herein, DEFENDANTS were the joint employers of
16 PLAINTIFFS and other aggrieved employees. PLAINTIFFS are informed and believe, and based
17 thereon allege, that at all relevant times, DEFENDANTS were the alter egos, divisions, affiliates,
18 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
19 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of
20 one another. Each of the DEFENDANTS was completely dominated by his, her, or its co-
21 DEFENDANTS, and each was the alter ego of the other.

22 15. PLAINTIFFS are informed and believe, and based thereon allege, that
23 DEFENDANTS improperly dominated and disregarded the separate corporate forms of one another
24 by commingling assets; the use of the same office or business location; the employment of the same
25 employees; failing to separate corporate funds; diverting the corporate funds or assets to unauthorized
26 non corporate uses; holding out to third parties that they might be personally liable for debts of each
27 other; failing to maintain adequate corporate records and minutes; maintaining sole ownership or a
28 majority of the stock of each other; using each other as a mere shell, instrumentality, or conduit for a

1 single venture; misrepresenting the identity of the responsible ownership and financial interest;
2 disregarding legal formalities and failing to keep an arm length relationship among related entities;
3 using each other to procure labor, services or merchandise for another person or entity; and using each
4 other to transfer existing personal liability of another person or entity.

5 16. PLAINTIFFS are informed and believe, and based thereon allege, that
6 DEFENDANTS share an interrelation of operations, common management, centralized control of
7 labor relations, and common ownership and control.

8 17. PLAINTIFFS are informed and believe, and based thereon allege, that Defendants
9 CREWS OF CALIFORNIA, CREWS LAX1, LLC, and CREWS LAX2, LLC operate, own, and/or
10 manage restaurants and/or retail locations within the Los Angeles Airport (“LAX”).

11 18. PLAINTIFFS are informed and believe, and based thereon allege, that California
12 Secretary of State filings list the following entities as manager(s) or member(s) of DEFENDANTS
13 CREWS LAX1, LLC and CREWS LAX2 LLC: DEFENDANTS CREWS OF CALIFORNIA, RC3
14 ENTERPRISES, LLC, NICHOLAS & ASSOCIATES, and PINNACLE MANAGEMENT
15 GROUP, LLC.

16 19. PLAINTIFFS are informed and believe, and based thereon allege, that California
17 Secretary of State filings list the same entity address of 1924 East Maple Avenue, Unit B, El
18 Segundo, California 90245 for DEFENDANTS CREWS LAX1, LLC, CREWS LAX3, LLC, and
19 NICHOLAS & ASSOCIATES LLC.

20 20. PLAINTIFFS are informed and believe, and based thereon allege, that California
21 Secretary of State filings list the same entity mailing address of 8685 West Sahara Avenue, Suite
22 280, Las Vegas, Nevada 89117 for DEFENDANTS CREWS OF CALIFORNIA, CREWS LAX1,
23 LLC, CREWS LAX3, LLC, and NICHOLAS & ASSOCIATES, LLC.

24 21. PLAINTIFFS are informed and believe, and based thereon allege, that California
25 Secretary of State filings for DEFENDANTS CREWS LAX1, LLC, CREWS LAX2, LLC,
26 CREWS LAX3 LLC, and NICHOLAS & ASSOCIATES LLC, D/B/A NICHOLAS ASSOCIATES
27 & CONCESSIONARIES, LLC, PINNACLE MANAGEMENT GROUP, LLC list or have listed
28 the same California office address of 6033 West Century Boulevard, Suite 1110, Los Angeles

1 California 90045.

2 22. PLAINTIFFS are informed and believe, and based thereon allege, that the same
3 individual, Nicholas Buford, acts or has acted as a managing partner for DEFENDANTS CREWS
4 LAX1, LLC, CREWS LAX2, LLC, and NICHOLAS & ASSOCIATES LLC. Nicholas Buford has
5 also been listed as the agent for service of process for DEFENDANT PINNACLE
6 MANAGEMENT GROUP, INC., and was the signatory on California Secretary of State filings for
7 DEFENDANT CREWS LAX3, LLC.

8 23. PLAINTIFFS are informed and believe, and based thereon allege, that the same
9 individual, Robert Crews, serves or has served as the Chief Executive Officer, President, Manager,
10 and/or Principal of DEFENDANTS CREWS OF CALIFORNIA, CREWS LAX1, LLC, CREWS
11 LAX2, LLC, CREWS LAX3, LLC, RC3 ENTERPRISES, LLC.

12 24. PLAINTIFFS are informed and believe, and based thereon allege, that the same
13 individual, David Husack, serves or has served as the Chief Financial Officer of DEFENDANT
14 CREWS OF CALIFORNIA, and a President and Member of DEFENDANT PINNACLE
15 MANAGEMENT GROUP, LLC.

16 25. DEFENDANTS' relationship as joint employers is also born out of PLAINTIFFS'S
17 employment records. Specifically, multiple documents show the DEFENDANTS' interrelation
18 and representation as being PLAINTIFFS' employers, including:

- 19 a. The "Crews Team Member Handbook" refers to "Crews" throughout, rather
20 than any specific DEFENDANT. The Handbook also contains an
21 introductory note from Robert B. Crews, the "President" of "Crews."
- 22 b. The Labor Code section 2810.5 Notice to Employee for PLAINTIFF
23 KIRSTEN SANGUILLEN lists the name of her employer as "Crews," and
24 lists the employer's address as 6033 W. Century Blvd. Suite 1110, Los
25 Angeles, CA 90045, which has been listed on California Secretary of State
26 filings as the office address for DEFENDANTS CREWS LAX1, LLC,
27 CREWS LAX2, LLC, CREWS LAX3 LLC, and NICHOLAS &
28 ASSOCIATES LLC, D/B/A NICHOLAS ASSOCIATES &

1 CONCESSIONARIES, LLC, PINNACLE MANAGEMENT GROUP,
2 LLC;

3 c. PLAINTIFF KIRSTEN SANGUILLEN's employment records include a
4 Holiday Schedule signed by Patricia Escobar, "Director of Human
5 Resources" at "Crews-LAX," and on which the letterhead refers to "Crews"
6 and includes an address of 6033 West Century Blvd. Ste 1100, Los Angeles
7 CA 90045, which has been listed on California Secretary of State filings as
8 the office address for DEFENDANTS CREWS LAX1, LLC, CREWS
9 LAX2, LLC, CREWS LAX3 LLC, and NICHOLAS & ASSOCIATES LLC,
10 D/B/A NICHOLAS ASSOCIATES & CONCESSIONARIES, LLC,
11 PINNACLE MANAGEMENT GROUP, LLC;

12 d. PLAINTIFF KIRSTEN SANGUILLEN's employment records contain a
13 "Crews" Employee Counseling Form dated 10/09/2018, which refers to
14 "Crews of California" and the "Crews Conduct Policy Group II";

15 e. The "Food & Beverage Employee Collective Bargaining Agreement
16 Between Unite Here Local 11 and Crews of California at Los Angeles
17 International Airport" purports to cover all of DEFENDANT CREWS OF
18 CALIFORNIA's "food & beverage concession employees at the Los
19 Angeles International Airport within the Union's jurisdiction."

20 26. PLAINTIFFS are informed and believe, and based thereon allege, that non-exempt
21 employees of CREWS LAX 1, LLC, CREWS LAX 2, LLC, CREWS LAX 3, LLC and CREWS
22 OF CALIFORNIA, INC. are subject to the same employment policies. PLAINTIFFS' personnel
23 files also contain policy documents which merely refer to "Crews" rather than any specific
24 defendant and appear to apply to multiple locations, including, e.g., the Crews Team Member
25 Handbook and the Acknowledgement of Receipt of The Team Member Handbook.

26 27. At all relevant times, PLAINTIFFS and other aggrieved employees were employed
27 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
28 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,

1 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFFS
2 and other aggrieved employees all wages earned and due, through methods and schemes which
3 include, but are not limited to, failing to pay all regular and overtime wages due; failing to provide
4 compliant rest and meal periods and associated premium pay; failing to properly maintain records;
5 failing to provide accurate itemized wage statements for each pay period; failing to timely pay
6 wages during employment; and failing to properly compensate PLAINTIFFS and other aggrieved
7 employees for necessary expenditures, in violation of the California Labor Code (“Labor Code”)
8 and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

9 28. PLAINTIFFS are informed and believe, and based thereon allege, that each and
10 every one of the acts and omissions alleged herein were performed by, and/or attributable to, all
11 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of,
12 each of the other DEFENDANTS, and that said acts and failures to act were within the course and
13 scope of said agency, employment and/or direction and control.

14 29. As a direct and proximate result of the unlawful actions of DEFENDANTS,
15 PLAINTIFFS and other aggrieved employees have suffered, and continue to suffer, from loss of
16 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of
17 this Court.

18 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

19 30. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
20 Code §§ 2698-2699.5, a plaintiff may bring a PAGA action for the period beginning one (1) year
21 and sixty five (65) days prior to the filing of the complaint, and ending at the time the action settles
22 or proceeds to final judgment. Under the tolling doctrine, which has been adopted by Courts in the
23 State of California, the statutory limitations period for PLAINTIFFS to bring the claims asserted in
24 this complaint was tolled during the pendency of the action styled *Antonio Gonzalez, et al. v Crews*
25 *of California, Inc., et al.*, Los Angeles Case No. BC711120. See, *Falk v. Children's Hospital Los*
26 *Angeles* (2015) 237 Cal.App.4th 1454, 1470. Accordingly, PLAINTIFFS bring this action on
27 behalf of themselves and all current and former non-exempt aggrieved employees of
28 DEFENDANTS in the State of California at any time during the period beginning on April 21,

2017 and ending at the time this action settles or proceeds to final judgment

31. Pursuant to Labor Code § 2699.3, PLAINTIFFS KIRSTEN SANGUILLEN and WANDA DUERSON gave written notice to the California Labor and Workforce Development Agency (“LWDA”) on August 7, 2019 and January 8, 2020, respectively, by online submission, and by certified mail to defendants, of the specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. PLAINTIFFS have not received any response from the LWDA. As PLAINTIFFS have waited more than sixty-five (65) days from the postmark date of their respective written notices before filing this complaint, PLAINTIFFS have complied with all of the requirements set forth in Labor Code § 2699.3 to commence a representative action under PAGA.

FACTUAL ALLEGATIONS

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]

32. During the PENALTY PERIOD, as part of DEFENDANTS’ illegal policies and practices to deprive their current and former non-exempt employees of all wages earned and due, DEFENDANTS required, suffered or permitted PLAINTIFFS and other aggrieved employees to take less meal period(s) lasting less than thirty (30) minutes, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFFS and other aggrieved employees as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001, § 11.

33. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001, § 11 by failing to compensate PLAINTIFFS and other aggrieved employees who were not provided with a compliant meal period, in accordance with the applicable IWC Wage Order, one additional hour of compensation at each employee’s regular rate of pay for each workday that a meal period was not provided.

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Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7; IWC Wage Order No. 5-2001, § 12]

34. At all times relevant herein, as part of DEFENDANTS' illegal policies and practices to deprive their current and former non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFFS and other aggrieved employees as required under California Labor Code § 226.7, and IWC Wage Order No. 5-2001, § 12.

35. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12 by failing to pay PLAINTIFFS and other aggrieved employees who were not provided with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a compliant rest period was not provided.

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]

36. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3, DEFENDANTS are required to compensate PLAINTIFFS and other aggrieved employees for all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, and at a rate of twice the regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

37. PLAINTIFFS and other aggrieved employees are current and former non-exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to compensate PLAINTIFFS and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by California Labor Code §§ 510 and 1194, and IWC Wage Order No. 5-2001, § 3; requiring, suffering or permitting PLAINTIFFS and other aggrieved employees to work

1 off the clock; requiring, permitting or suffering PLAINTIFFS and other aggrieved employees to
2 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFFS and
3 other aggrieved employees worked; failing to properly maintain PLAINTIFFS's and other
4 aggrieved employees' records; failing to provide accurate itemized wage statements to
5 PLAINTIFFS and aggrieved employees each pay period; and other methods to be discovered.

6 38. DEFENDANTS have knowingly and willfully refused to perform their obligations
7 to compensate PLAINTIFFS and other aggrieved employees for all wages earned and all hours
8 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-2001, § 3.

9 **Failure to Pay Minimum Wages**

10 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

11 39. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
12 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
13 in a payroll period is unlawful.

14 40. During the PENALTY PERIOD, and in violation of California Labor Code §§ 1194
15 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay PLAINTIFFS and
16 other aggrieved employees the applicable minimum wages for all hours worked in a payroll period
17 by, among other things: requiring, suffering or permitting PLAINTIFFS and other aggrieved
18 employees to work off the clock; requiring, suffering or permitting PLAINTIFFS and other
19 aggrieved employees to work through meal breaks; illegally and inaccurately recording time in
20 which PLAINTIFFS and other aggrieved employees worked; failing to properly maintain
21 PLAINTIFFS' and other aggrieved employees' records; failing to provide accurate itemized wage
22 statements to PLAINTIFFS and other aggrieved employees each pay period; and other methods to
23 be discovered.

24 **Failure to Timely Pay Wages During Employment**

25 **[Cal. Labor Code § 204]**

26 41. Pursuant to California Labor Code § 204, for all labor performed between the 1st
27 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
28 employees between the 16th and 26th day of the month during which the labor was performed.

1 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
2 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
3 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
4 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no
5 later than the payday of the next regular payroll period.

6 42. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed to
7 timely pay PLAINTIFFS and other aggrieved employees all the wages for labor performed by the
8 next regular payroll period as required by California Labor Code § 204.

9 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

10 **[Cal. Labor Code §§ 201, 202, 203]**

11 43. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay all
12 earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that if
13 an employer discharges an employee, the employee's wages accrued and unpaid at the time of
14 discharge are due and payable immediately.

15 44. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay all
16 accrued wages due to an employee no later than 72 hours after the employee quits his or her
17 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
18 in which case the employee is entitled to his or wages at the time of quitting.

19 45. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
20 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
21 employer is liable for waiting time penalties in the form of continued compensation to the employee
22 at the same rate for up to thirty (30) workdays.

23 46. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
24 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
25 PLAINTIFFS and other aggrieved employees who were discharged or quit his or her employment.

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Failure to Maintain Required Records

[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]

47. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFFS and other aggrieved employees of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code § 226(a); IWC Wage Order No. 5-2001, § 7]

48. During the PENALTY PERIOD, DEFENDANTS routinely failed, and continue to fail, to provide PLAINTIFFS and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and only the last four digits of his or her social security number or employee identification number, the name and address of the legal entity or entities employing PLAINTIFFS and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-2001 § 7.

49. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFFS and other aggrieved employees with timely and accurate itemized wage statements in accordance with Labor Code § 226(a).

50. During the PENALTY PERIOD, PLAINTIFFS and other aggrieved employees suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage statements as PLAINTIFFS and other aggrieved employees could not promptly and easily determine from the wage statement alone one or more of the following: the gross wages earned,

1 the total hours worked, all deductions made, the net wages earned, the name and address of the
2 legal entity or entities employing PLAINTIFFS and other aggrieved employees, and/or all
3 applicable hourly rates in effect during each pay period and the corresponding number of hours
4 worked at each hourly rate.

5 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**
6 **[Cal. Labor Code § 2802]**

7 51. Labor Code § 2802(a) requires an employer to indemnify an employee for all
8 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
9 of her his or her duties, or of his or her obedience to the directions of the employer.

10 52. During the PENALTY PERIOD, DEFENDANTS failed to indemnify PLAINTIFFS
11 and other aggrieved employees for all business expenses and/or losses incurred in direct
12 consequence of the discharge of duties while working under the direction of DEFENDANTS,
13 including but not limited to, expenses associated with uniform-related items (such as clothing,
14 aprons, and shoes), tools, and other employment-related expenses, in violation of California Labor
15 Code § 2802.

16 **FIRST CAUSE OF ACTION**
17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**
18 **[Cal. Labor Code § 2698, *et seq.*]**
19 **(Against All DEFENDANTS)**

20 53. PLAINTIFFS hereby incorporates by specific reference, as though fully set forth,
21 the allegations in paragraphs 1 through 52.

22 54. PLAINTIFFS is an “aggrieved employee” within the meaning of California Labor
23 Code § 2699(c), and is a proper representative to bring a civil action on behalf of themselves and
24 other current and former non-exempt employees of DEFENDANTS pursuant to the procedures
25 specified in Labor Code § 2699.3, because PLAINTIFFS is or was employed by DEFENDANTS
26 and one or more of the alleged Labor Code violations was committed against PLAINTIFFS during
27 the PENALTY PERIOD.

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1 55. PLAINTIFFS seek to recover civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th
3 969. Thus, class certification is not required.

4 56. Pursuant to California Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover
5 civil penalties from DEFENDANTS in a representative action for the violations set forth above,
6 including but not limited to, violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
7 512, 1174(d), 1194, 1197, 1198, and 2802.

8 57. Pursuant to California Labor Code § 2699(a), PLAINTIFFS seek civil penalties for
9 DEFENDANTS' violations of California Labor Code provisions for which a civil penalty is
10 specifically provided, including but not limited to the following:

- 11 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
12 DEFENDANTS are subject to a civil penalty in the amount of one hundred
13 dollars (\$100) for the initial violation for each failure to pay each employee
14 and two hundred dollars (\$200) per employee for violations in subsequent
15 pay periods.
- 16 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
17 DEFENDANTS are subject to a civil penalty in the amount of two hundred
18 and fifty dollars (\$250) per aggrieved employee for the initial pay period
19 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
20 employee for violations in subsequent pay periods.
- 21 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting on
22 behalf of an employer who violates, or causes to be violated, a section of this
23 chapter or any provision regulating hours and days of work in any order of
24 the Industrial Welfare Commission," including Labor Code §§ 510 and 512,
25 shall be subject to a civil penalty, in addition to any other penalty provided
26 by law, of fifty dollars (\$50) for initial violations for each underpaid
27 employee for each pay period for which the employee was underpaid and
28 one hundred dollars (\$100) for each subsequent violation for each underpaid

employee for each pay period for which the employee was underpaid.

d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d), DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500).

e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

58. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFFS seek such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

59. PLAINTIFFS additionally seek reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, individually and on behalf of all other aggrieved employees, pray for relief against DEFENDANTS as follows:

1. For civil penalties according to proof to PLAINTIFFS and other aggrieved employees, including all penalties authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California

1 Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment
2 interest;

3 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
4 any other applicable provisions providing for attorney's fees and costs; and

5 4. For such further relief that the Court may deem just and proper.

6
7 DATED: March 30, 2020

Respectfully submitted,

8 **MATERN LAW GROUP, PC**

9
10 By: 

11 Matthew J. Matern
12 Tagore O. Subramaniam
13 Julia Z. Wells
14 Attorneys for PLAINTIFFS KIRSTEN
15 SANGUILLEN and WANDA DUERSON,
16 individually and on behalf of all other
17 aggrieved employees
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DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: March 30, 2020

Respectfully submitted,

MATERN LAW GROUP, PC

By:



Matthew J. Matern
Tagore O. Subramaniam
Julia Z. Wells
Attorneys for PLAINTIFFS KIRSTEN
SANGUILLEN and WANDA DUERSON,
individually and on behalf of all other
aggrieved employees

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On March 30, 2020, I served the following document or documents:

FIRST AMENDED COMPLAINT

- ☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ **By fax transmission.** I faxed the documents to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which is printed out, is attached.

Nannina L. Angioni, Esq.
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CALIFORNIA, INC. d/b/a R.B. CREWS,
INC., CREWS LAX1, LLC, CREWS
LAX2, LLC, CREWS LAX3, LLC, RC3
ENTERPRISES, LLC, and NICHOLAS &
ASSOCIATES LLC d/b/a NICHOLAS &
ASSOCIATES CONCESSIONARIES,
LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 30, 2020 at Manhattan Beach, California.


Roxana Barcenas